

## APPENDIX H: COOPERATION AGREEMENT FOR ADVANCE MEASURES ASSISTANCE

**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and**

-----  
**for  
ADVANCE MEASURES ASSISTANCE**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, \_\_\_\_\_ District, U.S. Army Corps of Engineers, and the \_\_\_\_\_ [PUBLIC SPONSOR], (hereinafter referred to as the "Public Sponsor"), represented by \_\_\_\_\_ [TITLE OF PERSON SIGNING THIS AGREEMENT].

**WITNESSETH THAT:**

**WHEREAS**, 33 U.S.C. 701n authorizes the Chief of Engineers to provide Advance Measures.

**WHEREAS**, the Public Sponsor has requested, in writing, assistance under 33 U.S.C. 701n and qualifies for such assistance in accordance with the established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, the Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in accordance with the terms of this agreement.

**NOW, THEREFORE, the parties agree** as follows:

1. The Government will perform the work described in its scope of work, which is made part of this agreement.
2. The Public Sponsor will:
  - a. Provide without cost to the Government all lands, easements, rights-of-ways, relocations, and borrow and dredged or excavated material disposal areas necessary for the work.

b. Hold and save the Government free from damages arising from construction, operation, maintenance, repair, replacement, and rehabilitation of the work, except damages due to the fault or negligence of the Government or its contractors.

c. Operate, maintain, repair, replace, and rehabilitate the completed work in a manner satisfactory to the Government; and

d. Remove all temporary work constructed by the Government, with initiation of removal within 30 days of the conclusion of the flood event.

3. The Public Sponsor further agrees to: (Add as applicable)

4. ATTACHMENTS:

a. Exhibit A - Written request for assistance from the Public Sponsor.

b. Exhibit B - Government Scope of Work.

c. Add others as applicable.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement of the day and year first above written.

**THE DEPARTMENT OF THE ARMY**

**THE [NAME OF PUBLIC SPONSOR]**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

[SIGNATURE]

[SIGNATURE]

[TYPED NAME]

[TYPED NAME]

[TITLE IN FULL]

[TITLE IN FULL]

ADDRESS:

ADDRESS: